

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

BARBARA KURZMANN

(b) County of Residence of First Listed Plaintiff **Bucks**  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Mansour Law, LLC  
1101 W. Hamilton St., Ste. 205, Allentown, PA 18101  
Tel: (610) 321-3538

## DEFENDANTS

HATBORO FEDERAL SAVINGS

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)  
Semanoff, Ormsby, Greenberg & Torchia, LLC  
2617 Huntingdon Pike, Huntingdon Valley, PA 19006  
Tel: (215) 887-0200

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input checked="" type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
42 U.S.C. § 12101

Brief description of cause:  
ADA Retaliation and Interference

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

02/19/2021

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**DESIGNATION FORM**

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 604 Beverly Road, Southampton, PA 18966

Address of Defendant: 221 S. York Road, Hatboro, PA 19040

Place of Accident, Incident or Transaction: Hatboro, Montgomery County, PA

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 02/19/2021 William P. Mansour 318833  
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts  
☐ 2. FELA  
☐ 3. Jones Act-Personal Injury  
☐ 4. Antitrust  
☐ 5. Patent  
☐ 6. Labor-Management Relations  
☒ 7. Civil Rights  
☐ 8. Habeas Corpus  
☐ 9. Securities Act(s) Cases  
☐ 10. Social Security Review Cases  
☐ 11. All other Federal Question Cases  
(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts  
☐ 2. Airplane Personal Injury  
☐ 3. Assault, Defamation  
☐ 4. Marine Personal Injury  
☐ 5. Motor Vehicle Personal Injury  
☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_  
☐ 7. Products Liability  
☐ 8. Products Liability – Asbestos  
☐ 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, William P. Mansour, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 02/19/2021 William P. Mansour 318833  
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Barbara Kurzmann	:	CIVIL ACTION
	:	
v.	:	
	:	
Hatboro Federal Savings	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>02/19/2021</u>	<u>William P. Mansour</u>	<u>Barbara Kurzmann</u>
<b>Date</b>	<b>Attorney-at-law</b>	<b>Attorney for</b>
<u>(610) 321-3538</u>	<u>(610) 798-1345</u>	<u>wpm@themansourfirm.com</u>
<b>Telephone</b>	<b>FAX Number</b>	<b>E-Mail Address</b>



### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. § 1331 because this action arises under the laws of the United States.

2. Venue in this district is proper under 28 U.S.C. § 1391(b)(2) because the events giving rise to this action occurred within this district.

3. On March 13, 2017, Plaintiff timely filed a Charge of Discrimination against Defendant with the United States Equal Employment Opportunity Commission (“EEOC”).

4. On December 9, 2020, EEOC issued Plaintiff a Notice of Right to Sue, a copy of which is attached hereto as **EXHIBIT A**. This action is being commenced within ninety (90) days of Plaintiff’s receipt of that Notice.

### **FACTUAL ALLEGATIONS**

5. Defendant hired Plaintiff in 1998 as a Teller at its Hatboro, PA branch. In July 2007, Defendant promoted Plaintiff to Branch Manager at its Warminster, PA branch.

6. From that time up to and through Ms. Kurzmann’s termination on August 17, 2016, Hatboro maintained a Leave Without Pay policy, which provided as follows:

Leave without pay is subject to approval by the President. It is only granted in extraordinary circumstances. Please note that if any employee reaches a “no-pay” status and takes “no-pay” days off during the calendar year, without written permission of the President, disciplinary action up to and including immediate termination may be taken.”

7. Beginning in February 2012 and continuing through her termination date, Plaintiff experienced numerous serious medical issues that required her to undergo several surgeries and other forms of medical treatment. In April 2014, for example, Plaintiff underwent a bone scan at Fox Chase Cancer Center. In June, July, and September 2015 and January, February, and July 2016, Plaintiff again received cancer-related medical treatment requiring her to use her paid time off (“PTO”).

8. In each instance, Defendant's CEO, Linda Roehner, made it a point to "remind" Plaintiff about Hatboro's Leave Without Pay policy outlined above, making it absolutely clear that if Plaintiff went over her allotted PTO days, she would be subject to disciplinary action, up to and including termination.

9. In July 2016, Plaintiff notified Ms. Roehner that, following the results of an ultrasound, she would need to undergo another surgery in August 2016. During this verbal conversation, Ms. Roehner again made it a point to implicitly threaten Plaintiff with discipline in the event she took unpaid time off. "You know what happens with no-pay days," Ms. Roehner responded.

10. Out of fear of losing her job because she had exhausted all her paid time off, Plaintiff decided, in consultation with her treating physician, to put off the needed surgery.

11. On or about August 12, 2016, Ms. Roehner, Defendant's Vice President John Douglas, and Manager Suzanne Rush had a meeting with Plaintiff to place her on a probationary plan based on alleged performance deficiencies, most of which occurred many months or years earlier.

12. During this meeting, Plaintiff requested a meeting with Defendant's Board of Directors to discuss Defendant's illegal unpaid leave policy.

13. Ms. Roehner told Plaintiff to "take the weekend to think about it" and that they would have a follow-up meeting on Monday, August 15, 2016.

14. . On August 15, 2016, Plaintiff called Ms. Roehner and made a second request to meet with Defendant's Board of Directors. Plaintiff reminded Ms. Roehner that, under Defendant's Whistleblower Policy, she wanted to bring Defendant's unlawful unpaid leave policy to the Board's attention. Ms. Roehner asked, "Why would you want to bring this to the Board's attention and air our dirty laundry?" Plaintiff replied that she wanted to discuss the unpaid leave policy with the Board because she felt like Ms. Roehner was harassing her and threatening termination if she took unpaid time off to receive treatment for her serious medical conditions.

15. On August 16, 2016, during her lunch break, Plaintiff ran into one of Defendant's Board members, Franklin Jarrett, at a Tag & Title location. During their conversation, Plaintiff informed Mr. Jarrett that she was concerned about Defendant's discriminatory unpaid leave policy and was afraid she would get fired if she had to take unpaid leave to receive medical treatment. She stated that she feels bullied by Ms. Roehner anytime she mentions her need for time off to receive medical treatment. Further, as she did with Ms. Roehner, Plaintiff told Mr. Jarrett that she wanted a meeting with Defendant's Board to discuss the bank's unpaid leave policy.

16. On the morning of August 17, 2016, Plaintiff received a phone call requesting that she come to Ms. Roehner's office. When she arrived, Ms. Roehner and Mr. Douglas were there waiting for her. They were both visibly angry.

17. Ms. Roehner told Plaintiff that she had received a call from Mr. Jarrett in which he relayed to her the substance of Plaintiff's conversation with him. Plaintiff confirmed her conversation with Mr. Jarrett, reiterated her desire to meet with the Board, and stated that she was tired of being threatened with termination if she needed to take time off to receive medical treatment.

18. During this conversation, Plaintiff further complained about Ms. Roehner's treatment of Kathy Malonowski, a deaf bank teller, and her constant harassment of Ms. Malonowski over her hearing difficulties. When Plaintiff was done speaking, Ms. Roehner quickly responded: "We no longer need your services." With that, Plaintiff was terminated from her position with Defendant.

19. On March 13, 2017, Plaintiff filed a Charge of Discrimination with the EEOC.

20. After an exhaustive investigation, the EEOC entered into a Settlement Agreement with Defendant relative to Plaintiff's Charge. Plaintiff was not a party to this Settlement Agreement and said agreement did not affect Plaintiff's right to bring this action. **See EXHIBIT B.**

21. As part of its Settlement Agreement with the EEOC, Defendant agreed to revise the “Leave Without Pay” and “Leave of Absence” sections of its company handbook “to address protections under the American’s with Disabilities Act of 1990, as amended.” **See Ex. B, p. 3.**

22. The Settlement Agreement also required Defendant to revise the “Americans with Disabilities Act” section of its company handbook to “include language that addresses its anti-retaliation policy[,], which again covers requests for accommodations. Respondent will also revise the reasonable accommodation section to include further language addressing undue hardship and the interactive process.” **See Ex. B, p. 3.**

23. Finally, the Settlement Agreement also required Defendant to revise the “Attendance and Punctuality” section of its company handbook to “include language that addresses attendance and punctuality issues with respect to disabilities as defined by the Americans with Disabilities Act of 1990, as amended.” **See Ex. B, p. 3.**

**COUNT I**  
**RETALIATION IN VIOLATION OF 42 U.S.C. § 12203(a),**  
**THE AMERICANS WITH DISABILITIES ACT**

24. Plaintiff incorporates by reference all preceding allegations as if same were set forth more fully at length herein.

25. On August 12, 2016, Plaintiff made a good-faith complaint to Ms. Roehner, Mr. Douglas, and Ms. Rush about what she perceived to be Defendant’s illegal and discriminatory “Leave Without Pay” policy and requested a meeting with Defendant’s Board of Directors to discuss that policy.

26. On August 15, 2016, Plaintiff made a second good-faith complaint to Ms. Roehner about Defendant’s illegal and discriminatory “Leave Without Pay” policy and, again, requested a meeting with Defendant’s Board of Directors to discuss that policy.

27. On August 16, 2016, Plaintiff made a third good-faith complaint to Mr. Jarrett, one of Defendant’s Board members, about what she perceived to be Defendant’s illegal and



discriminatory “Leave Without Pay” policy and Ms. Roehner’s enforcement of that policy. She again requested a meeting with Defendant’s Board of Directors to discuss that policy.

28. On August 17, 2016, within days of making these good-faith complaints to Ms. Roehner, Mr. Douglas, Ms. Rush, and Mr. Jarrett, Defendant, by and through the actions of Ms. Roehner, discharged Plaintiff from her employment.

29. Ms. Roehner discharged Plaintiff without providing any stated reasons and without any intervening events between August 12, 2016 and August 16, 2016 that would justify her discharge.

30. Defendant, by and through the actions of Ms. Roehner, discharged Plaintiff in retaliation for her good-faith complaints about Defendant’s “Leave Without Pay” policy to Mr. Roehner, Mr. Douglas, Ms. Rush, and Mr. Jarrett.

31. As a direct and proximate result of her retaliatory discharge, Plaintiff suffered past and future lost wages and loss of earning capacity.

32. As a direct and proximate result of her retaliatory discharge, Plaintiff suffered severe emotional distress, mental anguish, embarrassment, and financial insecurity.

33. By retaliating against Plaintiff for making good-faith complaints about Defendant’s illegal and discriminatory “Leave Without Pay” policy, Defendant intentionally or recklessly violated Plaintiff’s federal statutory rights.

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter judgment in her favor and against Defendant and award the following relief:

- a. All back pay from the date of termination through the date of judgment, plus pre- and post-judgment interest;
- b. Front pay from the date of judgment through a date deemed equitable and just by the court;
- c. Compensatory damages in an amount to be determined by a jury;
- d. Punitive damages in an amount to be determined by a jury;

- e. All costs and reasonable attorney's fees; and
- f. Any other relief deemed proper and just.

**COUNT II**  
**INTERFERENCE, THREATENING, AND INTIMIDATION IN VIOLATION OF 42**  
**U.S.C. § 12203(b), THE AMERICANS WITH DISABILITIES ACT**

34. Plaintiff incorporates by reference all preceding allegations as if same were set forth more fully at length herein.

35. On numerous occasions, as outlined above, Ms. Roehner expressly and impliedly threatened Plaintiff with discipline, up to and including termination, in the event she took unpaid leave to treat her medical conditions.

36. In particular, in July 2016, Plaintiff notified Ms. Roehner of her need to take unpaid leave to undergo a necessary surgery in August 2016. This was a lawful request for a reasonable accommodation under the ADA.

37. Ms. Roehner intimidated Plaintiff and impliedly threatened her with discipline if she took unpaid leave for such surgery by telling Plaintiff "you know what happens with no-pay days."

38. As a direct and proximate result of Ms. Roehner's interference, threats, and intimidation, Plaintiff did, in fact, delay her needed surgery. This caused Plaintiff additional fear and stress because her serious medical condition would remain unaddressed.

39. As a direct and proximate result of Defendant's interference, threats, and intimidation, Plaintiff suffered severe emotional distress, mental anguish, embarrassment, and financial insecurity.

40. By intimidating, threatening, and interfering with Plaintiff's exercise and enjoyment of her right to a reasonable accommodation, Defendant intentionally or recklessly violated Plaintiff's federal statutory rights.

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter judgment in her favor and against Defendant and award the following relief:

- a. Compensatory damages in an amount to be determined by a jury;
- b. Punitive damages in an amount to be determined by a jury;
- c. All costs and reasonable attorney's fees; and
- d. Any other relief deemed proper and just.

**DEMAND FOR JURY TRIAL**

**PLEASE TAKE NOTICE** that Plaintiff BARBARA KURZMANN demands a trial by jury for all claims so triable.

*Respectfully Submitted,*

**MANSOUR LAW, LLC**

Date: February 19, 2021

BY: /s/ William P. Mansour  
William P. Mansour, Esquire  
Pa. Attorney ID No. 318833  
**Mansour Law, LLC**  
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Attorney for Plaintiff Barbara Kurzmann